



# State of Arizona

## Department of Education

### Invitation For Bid

### Cover Page

**Solicitation Number:**

**ED07-0040**

**Solicitation Due Date / Time:**

**April 3, 2007 at 3:00 P.M. Mountain Standard Time**

**Submittal Location:**

Arizona Department of Education  
Contracts Management Unit/3<sup>rd</sup> Floor  
Attn: Richard Porter  
1535 West Jefferson Street, Bin #37  
Phoenix, Arizona 85007

**Description of Procurement:**

**Printing of State Report Cards**

In accordance with A.R.S. § 41-2533, competitive sealed bids for the materials or services specified will be received by the Arizona Department of Education's Contracts Management Unit at the above specified location until the time and date cited. Offers received by the correct time and date will be opened and the name and bid price of each Offeror will be publicly read.

Offers must be in the actual possession of the Arizona Department of Education's Procurement Unit on or prior to the time and date, and at the submittal location indicated above. ***Late offers will not be considered.***

Offers must be submitted in a sealed envelope or package with the Solicitation Number and the Offeror's name and address clearly indicated on the envelope or package. All offers must be completed in ink or typewritten. Additional instructions for preparing an offer are included in this Solicitation.

Persons with disabilities may request special accommodations such as interpreters, alternate formats, or assistance with physical accessibility. Requests for special accommodations must be made with 72 hours prior notice. Such requests are to be addressed to the Solicitation Contact Person or Procurement Officer.

***OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.***

Richard Porter  
Procurement Officer

602-364-2517  
Telephone Number

March, 20, 2007  
Date

## OFFER AND AWARD



ARIZONA DEPARTMENT OF EDUCATION  
Contracts Management Unit  
1535 West Jefferson Street, Bin #37  
Phoenix, Arizona 85007

**SOLICITATION NO. ED07-0040**

### OFFER

The Undersigned hereby offers and agrees to furnish the materials, service(s) or construction in compliance with all the terms, conditions, specifications and amendments in the solicitation.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Name of Person Authorized to Sign Offer

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Title of Authorized Person

\_\_\_\_\_  
City State Zip Code

\_\_\_\_\_  
Signature of Authorized Person

Telephone Number: \_\_\_\_\_

Facsimile Number: \_\_\_\_\_

Offeror's Arizona Transaction (Sales) Privilege Tax License Number: \_\_\_\_\_

Offeror's Federal Employer Identification Number: \_\_\_\_\_

Acknowledgement of Amendment(s);  
*(Offeror acknowledges receipt of amend-  
ment(s) to the Solicitation for Offers and  
related documents numbered and dated.*

Amendment No. Date

Amendment No. Date

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## ACCEPTANCE OF OFFER AND CONTRACT AWARD

*(For State of Arizona Use Only)*

**CFDA No. 84.010A**

Your Offer, dated, \_\_\_\_\_, is hereby accepted as described in the Notice of Award. You are now bound to perform based upon the solicitation and your Offer, as accepted by the State.

This Contract shall henceforth be referred to as Contract Number ED07-0040.

You are hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until you receive an executed purchase order, contract release document, or written notice to proceed, if applicable.

**State of Arizona**

Awarded this \_\_\_\_\_ day of \_\_\_\_\_ 2007.

\_\_\_\_\_  
Douglas C. Peeples, CPPB, CPCP  
Chief Procurement Officer

## TABLE OF CONTENTS

ARIZONA DEPARTMENT OF EDUCATION  
Contract Management Unit  
1535 West Jefferson Street, Bin #37  
Phoenix, Arizona 85007

**SOLICITATION NO. ED07-0040**

<b><u>Section</u></b>	<b><u>Title</u></b>	<b><u>Page</u></b>
	Cover Page	
	Offer and Award Form	1
	Table of Contents	2
<b>5</b>	Specifications/Scope or Statement of Work	3
<b>4</b>	Special Terms and Conditions	4
<b>3</b>	Uniform Terms and Conditions <i>(By Reference Only)</i>	10
<b>2</b>	Special Instructions to Offerors	11
<b>1</b>	Uniform Instructions to Offerors <i>(By Reference Only)</i>	13
<b>6</b>	Attachments <i>(These standard documents must be completed and returned by the Offeror. Other documents may be required. Refer to Special Instructions to Offerors.)</i>	
	<b>6.1</b> Prices	
	<b>6.2</b> Offeror's References	
	<b>6.3</b> Sole Proprietor Waiver	
	<b>6.4</b> State of Arizona Substitute W-9 & Vendor Authorization Form	
<b>7</b>	Exhibits	
	<b>7.1</b> Certificate of Insurance	
	(Other Exhibits as Necessary)	

# SECTION 1 SPECIFICATIONS

ARIZONA DEPARTMENT OF EDUCATION  
Contracts Management Unit  
1535 West Jefferson Street, Bin #37  
Phoenix, Arizona 85007

**SOLICITATION NO. ED07-0040**

## Printing, Binding and Delivery Specifications of 2005-2006 State Report Cards.

<b>Estimated Quantity:</b>	<b>Option One:</b> <u>896,607</u> <b>Option Two:</b> <u>1,120,759</u>
<b>Number of Pages:</b>	32 pages of text plus a 4-page cover
<b>Trim Size:</b>	8 1/4" x 5-3/8" Binding on the 8 1/4"
<b>Paper Stock:</b>	
<b>Cover-</b>	70# Gloss Book
<b>Text-</b>	<b>Option One.</b> 50 # white offset <b>Option Two.</b> 35 # newsprint
<b>Ink:</b>	
<b>Cover-</b>	4 color process on outside and black ink on inside (no bleeds on cover)
<b>Text-</b>	Black ink all pages (no bleeds on any pages)
<b>Bindery:</b>	Saddle Stitch & Trim to 8-1/4" x 5-3/8"; binding on the 8-1/4" side
<b>Packaging:</b>	Carton Pack (delivered on 36" x 48" pallet size)
<b>Line Screen:</b>	
<b>Cover-</b>	150 Line Screens
<b>Text-</b>	85 Line Screens
<b>Art-</b>	Disk provided by customer

## **Packaging / boxing of Report Cards**

- A. Report cards shall be boxed in even numbers. Boxes shall not exceed **40 pounds**.
- B. **Pallets shall not exceed 36" X 48"** otherwise they will not fit on the freight elevator to the warehouse.

**Delivery.** There will be three (3) separate deliveries of equal quantity each at one (1) week intervals. The first delivery is due to ADE within 14 days after award of contract. The 2<sup>nd</sup> delivery will be made 21 days after award of contract and the 3<sup>rd</sup> delivery 28 days after award of contract. ADE reserves the right to modify the schedule and quantities of deliveries and will coordinate any changes with the Contractor.

## SECTION 2

### SPECIAL TERMS AND CONDITIONS

ARIZONA DEPARTMENT OF EDUCATION  
Contracts Management Unit  
1535 West Jefferson Street, Bin #37  
Phoenix, Arizona 85007

**SOLICITATION NO. ED07-0040**

1. **Definition of Terms Used in These Special Terms and Conditions.** As used in these Special Terms and Conditions, the following terms, in addition to those terms defined in Section 3, Paragraph 1, have the following meaning:

- A. "ADE" means the Arizona Department of Education.
- B. "Department" means the Arizona Department of Education.
- C. "Information Technology" means all computerized and auxiliary automated information processing, telecommunications and related technology, including hardware, software, firmware, vendor support and related services, and equipment (including without limitation, computers, data processors, microprocessors, calculators, programmable systems and other electronic devices).

2. **Indemnification**

Contractor agrees to indemnify, defend, save and hold harmless the State of Arizona, any jurisdiction or agency issuing permits for any work included in the project, and their respective directors, officers, officials, agents and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, costs, losses, or expenses, including reasonable attorney's fees, (hereinafter collectively referred to as "Claims") arising out of actual or alleged bodily injury or personal injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of Contractor's directors, officers, agents, employees, volunteers or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all Claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

*This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.*

3. **Insurance Requirements:**

Vendor shall procure and maintain, until all of their obligations, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the purchase and or use of the commodity.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Vendor from liabilities that might arise out of the purchase and use of the commodities sold under this Contract by the Vendor, his agents, representatives, employees or subcontractors and Vendor is free to purchase such additional insurance as may be determined necessary.

## SECTION 2 SPECIAL TERMS AND CONDITIONS

ARIZONA DEPARTMENT OF EDUCATION  
Contracts Management Unit  
1535 West Jefferson Street, Bin #37  
Phoenix, Arizona 85007

### SOLICITATION NO. ED07-0040

**A. MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage at least as broad and with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form  
Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Fire Legal Liability	\$ 50,000
• Blanket Contractual Liability – Written and Oral	\$1,000,000
• Each Occurrence	\$1,000,000
2. Automobile Liability  
Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$1,000,000
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  - a. The policy shall be endorsed to include the following additional insured language:  
"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor."
3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000

  - a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
  - b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

**B. Additional Insurance Requirements:** The policies are to contain, or be endorsed to contain, the following provisions:

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

## SECTION 2 SPECIAL TERMS AND CONDITIONS

ARIZONA DEPARTMENT OF EDUCATION  
Contracts Management Unit  
1535 West Jefferson Street, Bin #37  
Phoenix, Arizona 85007

### SOLICITATION NO. ED07-0040

**C. Notice Of Cancellation:** Each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to (State of Arizona Department Representative's Name and Address) and shall be sent by certified mail, return receipt requested.

**D. Acceptability Of Insurers:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Vendor from potential insurer insolvency.

**E. Verification Of Coverage:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the person identified in paragraph 15 of this section. The State of Arizona project/contract number and project description are to be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

**F. Approval:** Any modification or variation from the insurance requirements in this Contract must have prior approval from the State of Arizona Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.

**G. Exceptions:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university then none of the above shall apply

**4. Inclusive Offeror:**

Offeror(s) are encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. Offerors who are committing a portion of their work to such subcontractors shall do so by identifying the type of service and work to be performed by providing detail concerning your organization's utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract utilization and how this effort will be administered and managed, including reporting requirements.

**5. Non-exclusive Status:** ADE reserves the right to have the same or similar services provided by other than the Contractor.

**6. Contractor's Warranty:**

A. All items furnished under this Contract shall conform to the requirements of this Contract and shall be free from defects in design, materials and workmanship.

B. The Contractor agrees that he will, at his own expense, provide all labor and parts required to remove, repair or replace, and reinstall any such defective workmanship and/or materials which becomes or is found to be defective.

## SECTION 2 SPECIAL TERMS AND CONDITIONS

ARIZONA DEPARTMENT OF EDUCATION  
Contracts Management Unit  
1535 West Jefferson Street, Bin #37  
Phoenix, Arizona 85007

### SOLICITATION NO. ED07-0040

7. **Shipping Terms:** Bid price(s) and terms shall be F.O.B. Destination at:

Arizona Department of Education  
1535 West Jefferson Street  
Phoenix, Arizona 85009

8. **Delivery and Installation:**

- A. **There will be three (3) separate deliveries of equal quantity each at one (1) week intervals. The first delivery is due to ADE within 14 days after award of contract.** The 2<sup>nd</sup> delivery will be made 21 days after award of contract and the 3<sup>rd</sup> delivery 28 days after award of contract. ADE reserves the right to modify the schedule and quantities of deliveries and will coordinate any changes with the Contractor.
- B. Deliveries shall be delivered between the hours of 8:00 A.M. and 4:00 P.M., Monday through Friday, except on State recognized holidays. *Invoices are to be sent to a separate address, see Paragraph 12 below.* Pallet size **NOT TO EXCEED 36" x 48"**.

9. **Acceptance:**

Each item delivered will be subject to a complete inspection by Dale Bulgrin prior to acceptance. Inspection criteria shall include, but not limited to, conformity to the Specifications, mechanical integrity, quality, workmanship and materials.

10. **Offshore Performance of Work Prohibited:**

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in the offer.

11. **Federal Immigration and Nationality Act:**

The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.

12. **Payments:**

- A. The Contractor shall submit invoices in one (1) original and one (1) copy. Invoices shall include:
- (1) Name and address of the Contractor.
  - (2) Invoice date.
  - (3) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).



**SECTION 2**  
**SPECIAL TERMS AND CONDITIONS**

ARIZONA DEPARTMENT OF EDUCATION  
Contracts Management Unit  
1535 West Jefferson Street, Bin #37  
Phoenix, Arizona 85007

**SOLICITATION NO. ED07-0040**

- (4) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.
  - (5) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms).
  - (6) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the Contract or in a proper notice of assignment).
  - (7) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.
  - (8) Any other information or documentation required by the Contract (such as evidence of shipment).
- B. In the case of a Labor Hour Contract, the Contractor's invoices shall identify the individual's personal name, number of hours worked by date, hourly rate, and a brief statement detailing the work performed. Travel and/or per diem must be itemized and supported with receipts. Unauthorized deviations may result in disapproval of the invoice(s), or reduction in payment until the required support documentation is provided.
- C. Submittal of an invoice constitutes Contractor's certification that services have been delivered as specified on the invoice in accordance with the Contract.
- D. Submit invoices to the following address:

Arizona Department of Education  
Accounting, Bin #1  
1535 West Jefferson Street  
Phoenix, Arizona 85007

**13. Vendor Contract Administration.**

- A. Address to which Contractor payment(s) should be mailed, if different than that listed on the Offer and Award Form.
- B. Contractor representative to contact for contract administration purposes:

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Name and Title)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City & State) (Zip Code)

\_\_\_\_\_  
(City & State) (Zip Code)

\_\_\_\_\_  
(Telephone & Facsimile Numbers)

\_\_\_\_\_  
(E-Mail Address)

**SECTION 2**  
**SPECIAL TERMS AND CONDITIONS**

ARIZONA DEPARTMENT OF EDUCATION  
Contracts Management Unit  
1535 West Jefferson Street, Bin #37  
Phoenix, Arizona 85007

**SOLICITATION NO. ED07-0040**

**14. ADE Contract Administration.**

- A. The ADE representative to contact for technical or programmatic matters concerning contract performance (NOTE: this person is not authorized to direct contractor performance or make changes in contract requirements.)
- B. All contract administration matters will be managed by the Procurement Officer named below. All correspondence concerning this contract shall be directed to this individual.

Dale Bulgrin, Duplication Services Manager  
1535 W. Jefferson St. Bin #49  
Phoenix, Arizona 85007  
602-542-0234  
dbulgrin@ade.az.gov

Richard Porter  
Contracts Management Unit, Bin #37  
1535 West Jefferson Street  
Phoenix, Arizona 85007  
Phone: (602) 364-2517  
FAX: (602) 364-0598  
E-Mail: richard.porter@azed.gov

## SECTION 3 UNIFORM TERMS AND CONDITIONS

ARIZONA DEPARTMENT OF EDUCATION  
Contracts Management Unit  
1535 West Jefferson Street, Bin #37  
Phoenix, Arizona 85007

### SOLICITATION NO. ED07-0040

*Version 7*

1. **Definition of Terms.** As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:
- A. “Attachment” means any item the Solicitation requires the Offeror to submit as part of the Offer.
  - B. “Contract” means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
  - C. “Contract Amendment” means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
  - D. “Contractor” means any person who has a Contract with the State.
  - E. “Days” means calendar days unless otherwise specified
  - F. “Exhibit” means any item labelled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
  - G. “Gratuity” means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
  - H. “Materials” means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
  - I. “Procurement Officer” means the person duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract or their designee.
  - J. “Services” means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
  - K. “Subcontract” means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
  - L. “State” means the State of Arizona and Department or Agency of the State that executes the Contract.
  - M. “State Fiscal Year” means the period beginning with July 1 and ending June 30.

2. **Uniform Terms and Conditions Version 7.0:**

Version 7.0 of the State of Arizona’s Uniform Terms and Conditions is hereby incorporated by reference. These documents may be accessed through Enterprise Procurement Services website by accessing the internet at (<http://www.azeps.az.gov/PoliciesDocuments/>) or by calling either, Enterprise Procurement Services at 602-542-5511 or the Arizona Department of Education at 602-364-2517. *It is the Offeror’s responsibility to obtain the current revision of the documents*

## SECTION 4 SPECIAL INSTRUCTIONS TO OFFERORS

### ARIZONA DEPARTMENT OF EDUCATION

Contracts Management Unit  
1535 West Jefferson Street, Bin #37  
Phoenix, Arizona 85007

### SOLICITATION NO. ED07-0040

1. **Definition of Terms Used in These Special Instructions.** As used in these instructions, the following terms, in addition to those terms defined in Section 1, Paragraph 1, have the following meaning:
  - A. “ADE” means the Arizona Department of Education.
  - B. “Department” means the Arizona Department of Education.
2. **Required Information.** The following shall be submitted concurrent with and as part of the Offer.
  - A. Offer and Award Form;
  - B. Attachment 6.1, Prices;
  - C. Attachment 6.2, Offeror’s References
  - D. Attachment 6.3, Sole Proprietor Waiver
  - E. Attachment 6.4, State of Arizona Substitute W-9 & Vendor Authorization Form
  - F. Solicitation Amendments (if any);
3. **Authorized Signature.**
  - A. For any document that requires the Offeror’s signature, the signature provided must be that of the Owner, Partner or Corporate Officer duly authorized to sign contractual agreements. Additionally, if requested by ADE, disclosure of ownership information shall be submitted.
    - (1) Privately Owned: The Owner must sign the contract.
    - (2) Partnership: A Partner must sign the contract.
    - (3) Corporation: A Corporate Officer must sign the contract.
  - B. If a person other than these specified individuals signs the contract, a Power of Attorney indicating the employee’s authority must accompany the contract. All addenda to the contract shall be signed by the authorized individual who signed the contract except that they may be signed by a duly authorized designee.
4. **Offer Evaluation.** In accordance with Arizona Procurement Code, §41,2533, Competitive Sealed Bids, award of a contract shall be made to the lowest responsive and responsible offeror whose offer conforms in all material respects of the requirements and criteria set forth in this Solicitation.
5. **Federal Immigration and Nationality Act:** By submission of the offer, the offeror warrants that both it and all proposed subcontractors are and shall remain in compliance with all federal, state and local immigration laws and regulations relating to the immigration status of their employees. The State may, at its sole discretion require evidence of compliance during the evaluation process. Should the State request evidence of compliance, the offeror shall have 5 days from receipt of the request to supply adequate information. Failure to comply with this instruction or failure to supply requested information within the timeframe specified shall result in the offer not being considered for contract award.

**SECTION 4**  
**SPECIAL INSTRUCTIONS TO OFFERORS**

**ARIZONA DEPARTMENT OF EDUCATION**

Contracts Management Unit  
1535 West Jefferson Street, Bin #37  
Phoenix, Arizona 85007

**SOLICITATION NO. ED07-0040**

6. **Certificate of Insurance Form.** ADE recommends that the Offeror consider using the sample Certificate of Insurance included in this Solicitation as Exhibit 7.1. If the Offeror wishes, it may submit a substantially similar Certificate of Insurance. If the Offeror so elects, the proposed Certificate of Insurance shall be submitted to ADE for review and approval.
  
7. **Offshore Performance of Work Prohibited:** Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or “overhead” services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in the proposal.

## SECTION 5 UNIFORM INSTRUCTIONS TO OFFERORS

ARIZONA DEPARTMENT OF EDUCATION  
Contracts Management Unit  
1535 West Jefferson Street, Bin #37  
Phoenix, Arizona 85007

### SOLICITATION NO. ED07-0040

*Version 7*

1. **Definition of Terms.** As used in these Instructions, the terms listed below are defined as follows:
- A. "Attachment" means any item the Solicitation requires an Offeror to submit as part of the Offer.
  - B. "*Contract*" means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments; and any terms applied by law.
  - C. "*Contract Amendment*" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
  - D. "*Days*" means calendar days unless otherwise specified.
  - E. "*Exhibit*" means any item labelled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
  - F. "*Gratuity*" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
  - G. "*Offer*" means bid, proposal or quotation.
  - H. "*Offeror*" means a vendor who responds to a Solicitation.
  - I. "*Procurement Officer*" means the person duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract or his or her designee.
  - J. "*Solicitation*" means an Invitation for Bids ("IFB"), a Request for Proposals ("RFP"), or a Request for Quotations ("RFQ").
  - K. "*Solicitation Amendment*" means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
  - L. "*Subcontract*" means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
  - M. "*State*" means the State of Arizona and Department or Agency of the State that executes the Contract.

2. **Uniform Instructions to Offerors Version 7.1:**

Version 7.1 of the State of Arizona's Uniform Instructions to Offerors is hereby incorporated by reference. These documents may be accessed through Enterprise Procurement Services website by accessing the internet at (<http://www.azeps.az.gov/PoliciesDocuments/>) or by calling either, Enterprise Procurement Services at 602-542-5511 or the Arizona Department of Education at 602-364-2517. *It is the Offeror's responsibility to obtain the current revision of the documents.*

**ATTACHMENT 6.1**  
**PRICES/DELIVERY SCHEDULE**

ARIZONA DEPARTMENT OF EDUCATION  
Contracts Management Unit  
1535 West Jefferson Street, Bin #37  
Phoenix, Arizona 85007

**SOLICITATION NO. ED07-0040**

The following prices are for printing and delivery of State Report Cards in accordance to specifications as detailed on Page 3 of this Invitation for Bid. Total quantity of books is 896,607 / 1,120,759 (4 Options). The following prices are listed for each Option as per specifications.

**ONE SAMPLE EACH OF TEXT ON 50 # WHITE OFFSET AND 35 # NEWSPRINT**  
**MUST BE SUBMITTED WITH THIS RESPONSE**

**All Options must be completed for your response to be considered complete.**

**Printing Option ONE:**

**896,607** Printing State Report Cards in accordance with listed specifications (*page 3*) Subtotal \$ \_\_\_\_\_  
(TEXT 50 # WHITE OFFSET) \_\_\_\_\_ %\* Arizona Sales Tax, State and City\* \$ \_\_\_\_\_  
Delivery Charges \$ \_\_\_\_\_  
Total Offer \$ \_\_\_\_\_

**Printing Option TWO:**

**896,607** Printing State Report Cards in accordance with listed specifications (*page 3*) Subtotal \$ \_\_\_\_\_  
(TEXT 35 # NEWSPRINT) \_\_\_\_\_ %\* Arizona Sales Tax, State and City\* \$ \_\_\_\_\_  
Delivery Charges \$ \_\_\_\_\_  
Total Offer \$ \_\_\_\_\_

**Printing Option THREE:**

**1,120,759** Printing State Report Cards in accordance with listed specifications (*page 3*) Subtotal \$ \_\_\_\_\_  
(TEXT 50 # WHITE OFFSET) \_\_\_\_\_ %\* Arizona Sales Tax, State and City\* \$ \_\_\_\_\_  
Delivery Charges \$ \_\_\_\_\_  
Total Offer \$ \_\_\_\_\_

**Printing Option FOUR:**

**1,120,759** Printing State Report Cards in accordance with listed specifications (*page 3*) Subtotal \$ \_\_\_\_\_  
(TEXT 35 # NEWSPRINT) \_\_\_\_\_ %\* Arizona Sales Tax, State and City\* \$ \_\_\_\_\_  
Delivery Charges \$ \_\_\_\_\_  
Total Offer \$ \_\_\_\_\_

If payment is made within \_\_\_\_\_ calendar days after acceptance of goods and/or services, the above quoted price, excluding sales tax, shall be discounted by \_\_\_\_\_. (Refer to Uniform Instructions To Offerors for discount requirements.)

**Notice: If the transaction privilege (sales) taxes are not described and itemized on the offer, the State will assume that the price(s) offered includes all applicable taxes.**

## ATTACHMENT 6.2

***OFFERORS SHALL PROVIDE A MINIMUM OF THREE (3) REFERENCES.***

<b>1.</b>	Company/Organization	_____
A.	Address	_____ _____
B.	Point of Contact/Phone #	_____
C.	Description of Services and When Provided	_____ _____ _____
<b>2.</b>	Company/Organization	_____
A.	Address	_____ _____
B.	Point of Contact/Phone #	_____
C.	Description of Services and When Provided	_____ _____ _____
<b>3.</b>	Company/Organization	_____
A.	Address	_____ _____
B.	Point of Contact/Phone #	_____
C.	Description of Services and When Provided	_____ _____ _____



## ATTACHMENT 6.3



### ARIZONA DEPARTMENT OF ADMINISTRATION RISK MANAGEMENT SECTION

1818 WEST ADAMS  
PHOENIX, ARIZONA 85007  
FAX 542-1982

#### SOLE PROPRIETOR WAIVER

NOTE: THIS FORM APPLIES ONLY TO STATE OF ARIZONA AGENCIES, BOARDS, COMMISSIONS AND UNIVERSITIES UTILIZING SOLE PROPRIETORS WITH NO EMPLOYEES. IF YOU ARE CONTRACTING WITH A CORPORATION, LIMITED LIABILITY COMPANY, PARTNERSHIP OR SOLE PROPRIETORS WITH EMPLOYEES, THIS FORM DOES NOT APPLY.

The following is a written waiver under the compulsory Workers' Compensation laws of the State of Arizona, A.R.S. §23-901 (et. seq.), and specifically, A.R.S. §23-961(L), that provides that a Sole Proprietor may waive his/her rights to Workers' Compensation coverage and benefits.

I am a sole proprietor and I am doing business as \_\_\_\_\_ (name of Sole Proprietors Business). I am performing work as an independent contractor for the State of Arizona, \_\_\_\_\_, for Workers' Compensation purposes, and therefore, I am not entitled to Workers' Compensation benefits from the State of Arizona, \_\_\_\_\_.

I understand that if I have any employees working for me, I must maintain Workers' Compensation insurance on them.

Name of Sole Proprietor: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Telephone #: \_\_\_\_\_

Street Address/P.O. Box: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Signature of  
Sole Proprietor:

Date:

Agency: Arizona Department of Education Agency #: 455

Signature of Agency

Contract Administrator:

Date:

Both signatures must be signed and the completed form submitted to the State of Arizona, Department of Administration, Risk Management Section, Insurance Unit, 1818 W. Adams, Phoenix, AZ 85007. An authorized Risk Management Representative will sign and return to the agency to be maintained in their records.

Signature of Risk Management Authorized Signer

Date

# ATTACHMENT 6.4

DO NOT SEND TO IRS

Vendor MUST Print  
or Type information

## STATE OF ARIZONA SUBSTITUTE W-9 & VENDOR AUTHORIZATION FORM

DO NOT SEND TO IRS

Vendor MUST Print  
or Type information

☒ Taxpayer Identification Number (TIN) ☐ TIN Type ☐ Employer Identification Number (EIN) ☒ State of Arizona HRIS EIN  
State of Arizona Employees ONLY

☒ Legal Name

Must match TIN above

☒ Entity Type Select one of the following

- ☐ Corporation (NOT providing health care, medical or legal services) (5A)  
☐ Corporation (providing health care, medical or legal services) (5M)  
☐ Partnership, LLP (5T)  
☐ PLLC, LLC (5C)  
☐ Individual/Sole Proprietor (6I)  
☐ The US or any of its political subdivisions or instrumentalities (2G)  
☐ A state, a possession of the US, or any of their political subdivisions or instrumentalities (4G)  
☐ Tax-exempt organization under IRC §501 (5O)  
☐ An international organization or any of its agencies or instrumentalities (5U)  
☐ State of Arizona employee (1E)  
☐ Other, Tax reportable entity (5P)

☒ Minority Business Indicator Select one of the following

- ☐ Small Business (01)  
☐ Small Business- African American (23)  
☐ Small Business- Asian (24)  
☐ Small Business- Hispanic (25)  
☐ Small Business- Native American (27)  
☐ Small Business- Other Minority (05)  
☐ Small, Woman Owned Business (06)  
☐ Small, Woman Owned Business- African American (29)  
☐ Small, Woman Owned Business- Asian (30)  
☐ Small, Woman Owned Business- Hispanic (31)  
☐ Small, Woman Owned Business- Native American (33)  
☐ Small, Woman Owned Business- Other Minority (11)  
☐ Woman Owned Business (03)  
☐ Woman Owned Business- African American (17)  
☐ Woman Owned Business- Asian (18)  
☐ Woman Owned Business- Hispanic (19)  
☐ Woman Owned Business- Native American (21)  
☐ Woman Owned Business- Other Minority (08)  
☐ Minority Owned Business- African American (04)  
☐ Minority Owned Business- Asian (32)  
☐ Minority Owned Business- Hispanic (74)  
☐ Minority Owned Business- Native American (15)  
☐ Minority Owned Business- Other Minority (02)  
☐ Non-Profit, IRC §501(c) (88)  
☐ Non-Small, Non-Minority or Non-Woman Owned Business (00)

☒ Main Address

Where tax information and general correspondence is to be mailed

DBA/Branch/Location

Address

Address continued

City

State

Zip code

☒ Remit to Address

☐ Same as Main

DBA/Branch/Location

Address

Address continued

City

State

Zip code

☒ Contact Information

Name

Phone #

EXT

Fax

email

☒ Certification

Under Penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me) AND
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding AND
- I am a U.S. person (including U.S. resident alien).

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN.

The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup withholding.

Signature

Title

Date

STATE OF ARIZONA **AGENCY** USE ONLY

VENDOR: DO NOT WRITE BELOW THIS LINE

AGY

Agency Authorization

Phone #

Date

STATE OF ARIZONA **GAO** USE ONLY

VENDOR & STATE AGENCY: DO NOT WRITE BELOW THIS LINE

☐ IRS TIN Matching

☐ Corporation Commission

☐ HRIS

☐ Other

☐ Other

Vendor Number

MC

Processed by

Date Processed

GAO-W-9 Revised 4/18/05



# EXHIBIT 7.1

		<b>CERTIFICATE OF INSURANCE</b>  <b>CONTRACT NO.</b>  <b>VENDOR:</b>		<b>ARIZONA DEPARTMENT OF EDUCATION</b> <b>CONTRACTS MANAGEMENT UNIT</b> <b>1535 WEST JEFFERSON, Bin 37</b> <b>PHOENIX, ARIZONA 85007</b> <b>(602) 542-6537</b>	
<p>PRIOR TO COMMENCING SERVICES UNDER THIS CONTRACT, THE CONTRACTOR MUST FURNISH THE STATE, CERTIFICATION FROM INSURER(S) FOR COVERAGES IN THE MINIMUM AMOUNTS AS STATED BELOW. THE COVERAGES SHALL BE MAINTAINED IN FULL FORCE AND EFFECT DURING THE TERM OF THIS CONTRACT, AND SHALL NOT SERVE TO LIMIT ANY OTHER CONTRACTOR OBLIGATIONS.</p>					
NAME AND ADDRESS OF INSURANCE AGENCY:		COMPANY LETTER	COMPANIES AFFORDING COVERAGE:		
		<b>A</b>			
		<b>B</b>			
NAME AND ADDRESS OF INSURED:		<b>C</b>			
		<b>D</b>			
LIMITS OF LIABILITY MINIMUM – EACH OCCURRENCE		COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	DATE POLICY EXPIRES
BODILY INJURY:			COMPREHENSIVE GENERAL LIABILITY FORM  PREMISES OPERATIONS  CONTRACTUAL  INDEPENDENT CONTRACTORS  PRODUCTS/COMPLETED OPERATIONS HAZARD  PERSONAL INJURY  BROAD FROM PROPERTY DAMAGE  EXPLOSION & COLLAPSE (IF APPLICABLE)  UNDERGROUND HAZARD (IF APPLICABLE)		
PER PERSON	\$ _____				
EACH OCCURRENCE	\$ _____				
PROPERTY DAMAGE	\$ _____				
OR	_____				
BODILY INJURY	\$ _____				
AND					
PROPERTY DAMAGE					
COMBINED					
SAME AS ABOVE			COMPREHENSIVE AUTO LIABILITY INCLUDING NON-OWED (IF APPLICABLE)		
NECESSARY IF UNDERLYING IS NOT ABOVE MINIMUM			UMBRELLA LIABILITY		
STATUTORY EACH ACCIDENT	\$ _____		WORKMEN'S COMPENSATION AND EMPLOYER'S LIABILITY		
			OTHER		
STATE OF ARIZONA AND THE DEPARTMENT NAMED ABOVE ARE ADDED AS ADDITIONAL INSURED AS REQUIRED BY STATUTE, CONTRACT, PURCHASE ORDER OR OTHERWISE REQUESTED. IT IS AGREED THAT ANY INSURANCE AVAILABLE TO THE NAMED INSURED SHALL BE PRIMARY OF OTHER SOURCES THAT MAY BE AVAILABLE.			IT IS FURTHER AGREED THAT NO POLICY SHALL EXPIRED, BE CANCELED OR MATERIALLY CHANGED TO AFFECT THE COVERAGE AVAILABLE TO THE STATE WITHOUT THIRTY (30) DAYS WRITTEN NOTICE TO THE STATE. THIS CERTIFICATE IS NOT VALID UNLESS COUNTERSIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY.		
NAME AND ADDRESS OF CERTIFICATE HOLDER:			DATE ISSUED _____		
			_____ AUTHORIZED REPRESENTATIVE		